

# **EXHIBIT E**

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Suite 100  
Menlo Park, CA 94025  
Phone (650) 234-1300 direct  
Fax (650) 854-5685

**SPIEKER**  
**PARTNERS**

March 12, 2007

Attention: Frank Cohen  
Blackhawk Parent LLC  
c/o Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017

*Via Facsimile (212) 455-2502  
and Federal Express*

Ladies and Gentlemen:

I am quite disturbed by your decision to ignore the contractual obligations owed to me as set forth in Exhibit E-9 of the Third Amended and Restated Agreement of Limited Partnership (the "Tax Protection Agreement"), including the obligation to negotiate in "good faith."

On February 8, 2007, I indicated my immediate willingness to negotiate with you to resolve our disagreement on your breach of the Tax Protection Agreement. On February 13, 2007 I provided a letter to you (a copy of which is enclosed), seeking certain items so that I could compute damages due from the Partnership. Since that time, I have received absolutely no response.

To ensure that there was no error in transmission, on February 28, 2007 Angelka Tolu from my office contacted Greg Ressa of Simpson Thacher & Bartlett, LLP, who had previously faxed to me your correspondence dated January 30, 2007 on your behalf, to discuss Blackhawk's complete failure to provide a response to my February 13 letter. Mr. Ressa, in turn, requested that I send again, by facsimile, my letters of February 8 and February 13. Mr. Ressa promised that he would forward the materials on to you. Apparently, however, Mr. Ressa's request was just a stalling tactic, because even after providing the materials again, I have received no response.

This conduct is in disregard of my rights. Section 2(d) of the Tax Protection Agreement provides that the General Partner is obligated to "negotiate in good faith" with me concerning the claims that I am pursuing. Accordingly, I need the material identified in my February 13 letter so that I can compute my damages and negotiate a satisfactory resolution to this issue.

Please provide the information that I have requested immediately. I remain ready and willing to discuss the breach of my Tax Protection Agreement, and the damages that I have suffered as a result of that breach.

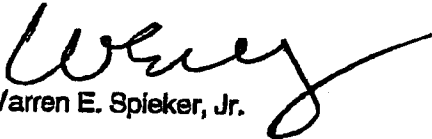
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NO. 775 P. 3

March 12, 2007

If you are unwilling to provide these materials, then I see no reason for us to wait any longer and we should determine the identity of the "nationally recognized independent public accounting firm" to resolve this dispute. To identify which accounting firms are "independent", please provide me a list of each accounting firm that has provided services to Equity Office, Blackstone and any of their respective affiliates over the past five years.

Very truly yours,



Warren E. Spieker, Jr.

/eb

Copy: A. Ressler – Sullivan & Cromwell Fax (310) 712-8800  
M. Steinberg – Sullivan & Cromwell Fax (310) 712-8800  
G. Ressa – Simpson Thacher & Bartlett Fax (212) 455-2502  
T. Mellows – Spieker Partners  
A. Tolu – Spieker Partners